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PUBLIC EMPLOYMENT  
RELATIONS BOARD

## AGREEMENT

by and between

VAN BUREN COUNTY  
SHERIFF'S DEPT.

and

PPME LOCAL 2003

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July 1, 2007 to July 1, 2010

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## **A G R E E M E N T**

THIS AGREEMENT entered into this 1st day of July, 2007 by and between VAN BUREN COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as "Employer", and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003, hereinafter referred to as the "Union". This Agreement constitutes the complete and final agreement between the parties on all bargainable issues.

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5833 dated June 12, 1998.

INCLUDED: All regular full-time and regular part-time employees employed by the Van Buren County Sheriff's Office including deputy sheriffs and jailer/dispatchers.

EXCLUDED: Sheriff, Chief Deputy, Office Manager, on-call employees, supervisory employees, confidential employees and all others excluded by the Act.

### **ARTICLE 2 DEFINITIONS**

"Employee shall mean all employees represented by the bargaining unit as defined and certified by the Public Employment Relations Board.

"Union" shall mean the Public Professional & Maintenance Employees Local Union No. 2003, IBPAT, AFL-CIO or its authorized representatives or agents.

"Probationary Employees

A. Deputy Sheriffs- A deputy sheriff shall serve a probationary period of nine (9) months provided the employee has successfully completed training at the Iowa law enforcement academy prior to hire. If the employee has not successfully completed training prior to initial appointment, the probationary period shall commence with the date of initial employment and shall end up to nine (9) months following the date of certification

B. Jailer/Dispatcher- A probationary jailer/dispatcher is an employee who has not successfully completed six (6) months of continuous service. The probationary period may be extended by mutual agreement of the parties.

Part-time employee. A part-time employee is any person within the bargaining unit employed by the Employer on a continuing part-time basis i.e., regularly working less than forty (40) hours per week.

### **ARTICLE 3 SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE 4 EMPLOYER RIGHTS**

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, including:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications, and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline
- j) the right to suspend and discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

## **ARTICLE 5 CIVIL SERVICE**

Chapter 341A, Code, Civil Service For Deputy County Sheriffs, shall apply in all matters under its jurisdiction.

## **ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION**

The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

### Grievance Steps:

**Step 1.** An employee, Union and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor or his/her designated representative within ten (10) calendar days following its occurrence or within ten (10) calendar days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within ten (10) calendar days.

**Step 2.** If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Sheriff or his/her designated representative within ten (10) calendar days following the immediate supervisor's written answer. The Sheriff and/or his/her designated representative shall meet with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within ten (10) calendar days, the Sheriff or his/her designated representative will answer the grievance in writing.

**Step 3.** Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the employee's receipt of the Sheriff's answer given in Step 2.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. The time limits may be extended by mutual agreement.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. Each party can reject the entire arbitration panel one time prior to the selection procedure

commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays. After each party has alternatively eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case. The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties. All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

If the Union files a grievance on behalf of a bargaining unit employee(s), the grievance will be submitted directly to the Sheriff within ten (10) calendar days of the event giving rise to the grievance.

The arbitrator shall not have the power or authority to accept or to decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, The Code)

## **ARTICLE 7 SENIORITY**

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (g) Seniority rights will be forfeited if the employee is absent from work for any reason for a period of one (1) year.
- (h) Employee retires.

The seniority records for employees shall be maintained by the Employer. The list shall be posted annually showing the employee's date of hire, and showing the employee's classification seniority. The Union will be provided with a copy of the seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of its execution. Any protest as to the correctness of the list must be made in writing to the employer within thirty (30) days of posting.

An employee promoted out of the bargaining unit and still employed by the County will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall be frozen.

Job Posting No permanent non-civil service vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for six (6) calendar days. Selection will be based on factors including certification, skill, ability and seniority.

## **ARTICLE 8 STAFF REDUCTION**

8.1 When the Employer determines that layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first.

8.2 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off.

8.3 It is the employee's responsibility to keep the Employer informed of their current address and phone number.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

9.1 The Employer shall establish and post the hours of work as determined by it to best provide the service to be rendered and to accommodate the public being served. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union ten (10) days' notice of any major change of working condition.

9.2 Employees are paid every other Thursday. The normal workweek for jailer/dispatchers for purposes of computing overtime will be from 11:01 p.m. on Sunday to 11:00 p.m. the following Sunday. The work period for deputies for purposes of computing overtime is 28 consecutive days.

9.3 The normal work schedule for a jailer/dispatcher shall consist of seven (7) days on followed by two (2) days off; seven (7) days on followed by one (1) day off; six (6)

days on followed by four (4) days off. Each workday shall consist of a shift of eight (8) hours, including meal period.

9.4 The normal work schedule for deputy sheriffs shall consist of six (6) days on followed by three (3) days off. Each workday shall consist of a shift of nine (9) hours, including meal period.

9.5 Overtime Overtime for Deputies shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of one hundred sixty-two hours in a twenty-eight (28) day work period. Overtime for Dispatcher/Jailers shall be paid for at the rate of time and one-half the employee's straight time hourly rate for hours worked in excess of forty (40) hours in the 7 day work period. In the event that a jailer/dispatcher is required to work more than sixteen (16) hours within any twenty-four (24) hour period, the jailer/dispatcher shall be paid at two (2) times the employee's straight time hourly rate for all hours worked in excess of sixteen (16) hours. The employee must contact the Sheriff or Chief Deputy and request approval for overtime work over two (2) hours in length.

9.6 Compensatory Time An employee may request overtime to be paid in the form of compensatory time. The Sheriff or his designee may deny requests to be paid in comp time if the employee has more than 24 hours (27 hours for deputies) of accumulated comp time. Requests to use accumulated comp time must be given at least three (3) working days in advance except in emergency situations.

9.7 Callout and Court Time If an employee is recalled to work or required to appear in court (including telephone appearance at the office) as a witness outside of their regular scheduled work hours or on a non-scheduled day, they shall be credited with a minimum of two (2) hours work time at the appropriate rate of pay, unless such call-back is two (2) hours or less prior to the employee's regular shift. Call-back does not apply where an employee is ordered to work beyond the employee's shift.

9.8 Sick leave, vacation and holiday hours shall be counted for the purpose of computing overtime. There shall be no pyramiding of overtime.

## **ARTICLE 10 INSURANCE**

1. Health Insurance. The Employer agrees to provide each employee with the Wellmark JNK/T97 Medical Insurance plan and pay 100% of the single premium. If an employee desires family coverage, the Employer shall pay 60% of the dependent premium, with the balance of the premium to be paid by the employee. Each employee will receive a benefit plan booklet.

Non-Major and Major Medical Expenses. Effective July 1, 2007, the employee will pay deductibles of \$300 if single coverage and \$600 if family coverage on major medical and non-major medical claims. Effective July 1, 2008, the employee will pay \$500/\$1000 deductible on major medical and non-major medical claims. The County will pay the additional deductibles and co-insurance amounts required by the Plan.



### **Office visits and Prescriptions**

Employees will pay the \$20 office visit co-pay and the Rx co-pay of \$8/\$35/\$50 according to the provisions of the insurance plan.

2. Delta Dental Program. The Employer agrees to provide each employee with Delta Dental coverage and pay 100% of the single premium. If an employee desires family coverage, the dependent premium will be paid by the employee.

3. Insurance Refund. The Board agrees that in the event a refund by the insurance carrier is paid to the County from premiums previously charged, that the employee shall receive his/her pro rata share of said refund from the premiums paid by said employee. All parties to accept the calculations as provided by the insurance carrier. In order to qualify for a refund, the employee must be presently employed by the County when the refund, if any, is received.

4. Workers Compensation. Each employee shall be covered by Workers Compensation insurance paid for by the County. For any time off work due to injury or illness covered by Workers' Compensation payments, the employee shall receive the Workers' Compensation payment from the insurance carrier but, in addition, accumulated sick leave will be paid accordingly so that the employee's weekly income is not reduced from what he/she would normally have earned, if working. Such sick leave shall be charged to the nearest hourly increment; that is, the employee shall be charged with sick leave from the time of injury until employee returns to work less the amount of time compensated by Workers' Compensation insurance.

5. Employees can voluntarily join the IRS Section 125 plan as it relates to dependent insurance premiums paid by the employee.

### **ARTICLE 11 SICK LEAVE**

Accumulation. All employees shall earn one (1) day of sick leave time per month of full-time employment and any earned but unused sick leave may be accumulated, provided, however, that no employee may accumulate more than one hundred twenty (120) days of sick leave.

Use of Sick Leave. Employees may use sick leave for any illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Employees may also use sick leave for doctor/dental appointments that cannot be scheduled during the employee's non-working time. Employees may use sick leave in hourly increments. The Employer reserves the right to approve sick leave.

Notification. When absences due to sickness are necessitated, the employee shall notify the Sheriff or designated representative as soon as possible, but no later than two (2) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Payout of Sick Leave In the event an employee retires with twenty (20) years continuous service and reaches the minimum requirements for IPERS eligibility and has sixty (60) days or more accumulated sick leave is eligible to receive fifteen dollars (\$15.00) per day for each day of accumulated sick leave up to a maximum of sixty (60) days.

## **ARTICLE 12 PERSONAL DAYS**

At the beginning of each fiscal year, each full-time employee shall be credited with three (3) personal leave days to be used for the employee's personal business. New employees will receive pro-rated personal days. Personal days may not be used immediately before or after a holiday or to extend scheduled vacations. Personal days are not cumulative and shall not be carried over from one fiscal year to the next. Any unused personal days are not payable or available at, or after, the time of termination, retirement or reclassification from full-time to part-time status. Use of personal days must have advance approval of the Sheriff.

## **ARTICLE 13 OTHER LEAVES OF ABSENCE**

Employees will be eligible for family and medical leave in accordance with the County's Family and Medical Leave Act policy.

## **ARTICLE 14 FUNERAL LEAVE**

Bereavement Leave All regular full-time employees shall be allowed paid time off at the regular rate of pay up to but not to exceed five (5) workday as normally scheduled in the event of the death of the employee's spouse, son, daughter, step-child or parent. Up to , but not to exceed three (3) days shall be allowed in the event of the death of the employee's parent-in-law, brother or sister. Up to, but not to exceed two (2) days shall be allowed in the event of the death of the employee's sister-in-law, brother-in-law, step-parent or grandparent.

Funeral Leave. One-half (1/2) day shall be allowed an employee as funeral leave for attendance at a funeral where the employee will serve as a pallbearer.

An employee may request to use vacation, comp time or personal days for other funerals.

Only days absent which would have been compensable will be paid for. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

## **ARTICLE 15 JURY DUTY**

Any full-time employee selected for jury duty shall receive a paid leave of absence to enable the employee to serve as a juror. The employee shall receive the regular

standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

If an employee who was scheduled to work during the day is summoned for jury duty, but is not selected, or an employee is released from jury duty with an hour or more remaining on the employee's shift, the employee shall immediately contact the Sheriff's Office to determine whether the employee should report to work. If an employee who was scheduled to work 2nd or 3rd shift is summoned for jury duty, but is not selected, he/she shall report for work at his/her regularly scheduled time.

If an employee is called for jury duty, he shall promptly notify his/her immediate supervisor.

## **ARTICLE 16 HOLIDAYS**

Regular full-time employees will receive the following paid holidays:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two additional days as designated by the Board of Supervisors

Scheduled to work Regular full-time employees scheduled to work on one of the observed holidays will be paid the employee's regular daily pay plus pay at the rate of time and one-half the employee's hourly wage rate for all hours worked on the holiday, OR the employee may elect to receive his/her regular daily pay plus another day off (straight time hourly rate times normal daily hours) in lieu of payment at time and one-half.

Not scheduled to work Regular full-time employees not scheduled to work on one of the observed holidays will be paid at time and one-half the employee's hourly wage rate times the employee's normal daily hours of work, OR the employee may elect to take another day off (straight time hourly rate times normal daily hours) in lieu of payment at time and one-half.

The holiday will be observed on the date on which it occurs. Should a holiday fall during an employee's vacation time or paid leave, the day will be charged as a holiday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday, unless on an approved leave of absence.

## **ARTICLE 17 VACATION**

Regular full-time employees are eligible for vacation according the following schedule:

<u>Years of Service</u>	<u>Hours accrued per pay period</u>	<u>Maximum accumulation</u>
During 1st through 2nd year	1.54 hours	80 hours
During 3 <sup>rd</sup> through 7th year	3.08 hours	160 hours
During 8th through 15th year	4.62 hours	240 hours
During 16th year and thereafter	6.15 hours	320 hours

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The Sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Employees may use vacation in hourly increments. Employees may accumulate 2 years of vacation time according to the "maximum accumulation" amounts shown above.

Upon resignation or termination from County service, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination; however, employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay.

## **ARTICLE 18 UNIFORMS AND EQUIPMENT**

18.1 The County shall furnish uniforms and equipment to each full-time bonded deputy pursuant to the provisions of Section 331.657, The Code and the administrative rules thereunder. Thereafter, all deputies shall receive a clothing allowance of \$600 each year; Jailer/Dispatchers shall receive \$190.00 each year. Effective July 1, 2008, Jailer/Dispatchers shall receive \$225.00. All employees will be responsible for having sufficient items of clothing to comply with the uniform requirements of the Employer.

18.2 Each employee shall receive replacement for those items of clothing that have been destroyed through performance of duty. The term destroyed shall include damage to the extent that wearing of such an item would be unsafe or not comply with the uniform requirements of the Employer.

## **ARTICLE 19 TRAINING**

Whenever an employee is required by the Employer to attend school or is required to attend any short course or special training session, the same will be considered to be a special assignment for which the employee will receive full pay and other benefits provided by this Agreement. The Employer shall pay all approved costs associated with the schooling/training.

**ARTICLE 20**  
**JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

Reference is made here to Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

**ARTICLE 21**  
**DUES DEDUCTION**

21.1 Upon appropriate written authorization from any employee, the Board may cause to be deducted from the salary of the employee and may make appropriate remittance from annuities, credit union(s), savings bonds, charitable donation, insurance's, Union dues, or any other plans or programs jointly approved by the Union and the Board. That in no event shall payroll deductions be made for political action committees.

21.2 The Union agrees to indemnify and hold harmless the Board, each individual Board member, all agents of the Board and agent employees, and all administrators against any and all claims, costs, suits or other forms of liabilities and all court costs arising out of the application of the provision of this Agreement regarding Union dues payroll deductions.

21.3 Employer shall provide a list of employees to the Union showing the amount withheld from each employee beside his/her name. Said information will be rendered from the last pay period. The Union agrees that it will not file a grievance against the County if the monthly list of employees is not sent because of an occasional mistake or is inadvertently forgotten.

**ARTICLE 22  
DURATION OF AGREEMENT**

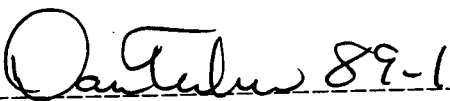
THIS AGREEMENT shall be effective from July 1, 2007 and shall continue to remain in full force and effect until its expiration on July 1, 2010.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2009. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 27 day of MARCH, 2007.

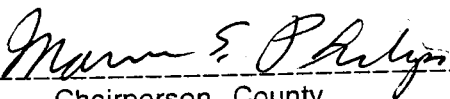
EMPLOYER

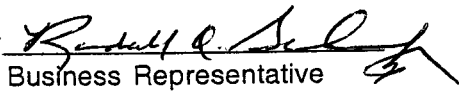
SHERIFF'S DEPARTMENT  
VAN BUREN COUNTY, IOWA

By  89-1  
Sheriff

UNION


PUBLIC, PROFESSIONAL AND  
MAINTENANCE EMPLOYEES, LOCAL  
2003

By   
Chairperson, County  
Board of Supervisors

By   
Business Representative

By   
Employee Representative

Acknowledged by:

  
Employer Representative

**EXHIBIT A**  
**Salary Schedule**

<u>Job Classification</u>	<u>7-1-07</u>	<u>7-1-08</u>	<u>7-1-09</u>
Deputy Sheriff			
Hire	16.34	16.95	17.50
6 months	16.82	17.45	18.02
1 year	17.29	17.94	18.52
18 months	17.76	18.43	19.03
2 years	18.24	18.92	19.54
3 years	18.80	19.51	20.14
	Dispatcher/Jailer		
Full-Time			
Hire	13.71	14.22	14.68
6 mo. if certified	14.86	15.42	15.92
Part-time	13.14	13.63	14.07